

### **REMARKS**

Applicants hereby submit a Supplemental Information Disclosure Statement for consideration by the Examiner.

#### **Claim Rejections**

Claims 1-25 stand rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent Publication No. 2002/0120527 ("Lam et al.") in view of U.S. Patent Publication No. 2002/0082880 ("Salloum").

Applicants respectfully traverse.

Neither U.S. Patent Application Publication No. 2002/0120527 ("Lam et al.") nor U.S. Patent Application Publication No. 2002/0082880 ("Salloum") taken as a whole alone or in combination teach or suggest every element of Applicants' claimed invention. In particular, neither Lam et al. nor Salloum taken as a whole alone or in combination teach or suggest at least the following elements of Applicants' independent claim 1:

A method for an insurer to automate the transaction of cargo insurance business on-line...

c) ...issuing a cargo insurance certificate on-line...

d) ...determining a reinsurance portion of the value of said cargo insurance certificate automatically, and

e) ...processing on-line a subsequent claim from said customer regarding said cargo shipment.

As best understood, Lam et al. is directed to a method and system for international shopping over a network. In response to a customer selecting goods for purchase from a merchant that located in a different country than the customer, a price is quoted. Various

factors affect the total price of the goods. These factors can include shipping costs, taxes, or the exchange rate. See, e.g., Paragraph [0055].

Lam et al. nowhere teaches or suggests a method for an insurer to automate the transaction of cargo insurance business on-line as claimed in Applicants' independent claim 1. In fact, the concept of insurance appears only once anywhere in Lam et al., namely in Paragraph [0064]: "The information from the size rater 114 may be used by the quote processing module 124 to determine the shipping insurance for the product..." The shipping insurance is included in the factors that can affect the total price of the goods. However, no insurance is provided by the merchant. Moreover, the Examiner concedes that Lam et al. does not teach or suggest at least issuing a cargo insurance certificate on-line, determining a reinsurance portion of the value of said cargo insurance certificate automatically, or processing on-line a subsequent claim from said customer regarding said cargo shipment. See Office Action dated January 26, 2006, Page 3.

The Examiner attempts to cure the defects in Lam et al. by combining Lam et al. with Salloum. However, neither Lam et al. nor Salloum taken as a whole either alone or in combination teach or suggest every element of Applicants' claims as required to support a § 103 rejection.

As best understood, Salloum is directed to a computerized system for facilitating cargo transport. The system of Salloum allows a shipping party (e.g., the user 40) to select a carrier to ship goods without the need for a shipping broker or other agent. The shipping party selects the carrier over a network such as the Internet by communicating with and sending instructions to a host computer 20. Like Lam et al., Salloum fails to teach or suggest a method for an insurer to automate the transaction of cargo insurance

business on-line as claimed in Applicants' independent claim 1. In fact, the discussion of insurance in Salloum is limited to the following two passages, from paragraphs [0039] and [0040] respectively:

“The host computer system 20 can also provide a quote, book cargo, and insurance, customs, and bill of lading (B/L) information.”

“Port of loading customs information 127 and port of loading insurance information 128 can be provided to the user.”

Moreover, Salloum does not teach or suggest at least the elements of Applicants' claim 1 that Examiner concedes are not taught or suggested by Lam et al., namely: issuing a cargo insurance certificate on-line, determining a reinsurance portion of the value of said cargo insurance certificate automatically, or processing on-line a subsequent claim from said customer regarding said cargo shipment.

In particular, Salloum does not teach or suggest issuing a cargo insurance certificate on-line. At best, Salloum allows a shipping party (e.g., the user 40) the option of selecting whether to insure the goods that are being shipped. No insurance certificate is ever issued by the host computer 20 that the user 40 communicates with, nor does Salloum suggest that it would be possible or desirable to do so.

Similarly, Salloum does not teach or suggest determining a reinsurance portion of the value of the cargo insurance automatically. Nowhere in the text or drawings of Salloum is any teaching or suggestion regarding reinsurance. The passages in Salloum cited by the Examiner in rejecting this element of Applicants' claims are Paragraphs [0045-0046]. Paragraphs [0045-0046] discuss providing a user 40 with a status update in response to an inquiry by the user 40 or sending other information, such as agent

information 184 or an electronic booking confirmation 186, to the user 40. However, neither Paragraph [0045] nor Paragraph [0046] make any reference, implied or explicit, to determining a reinsurance portion of any cargo insurance, presumably because Salloum is not concerned with the details of insuring the cargo that is shipped via a selected carrier.

Finally, Salloum does not teach or suggest processing on-line a subsequent claim from the customer regarding the cargo shipment. The Examiner cites Paragraph [0049] of Salloum to support this aspect of the rejection. Paragraph [0049] describes providing a user with updates about the cargo being shipped. Neither Paragraph [0049] nor the remainder of Salloum teach or suggest processing an insurance claim, presumably because Salloum is directed a computerized systems for selecting a carrier, not to cargo insurance. For at least these reasons, Salloum does not teach or suggest the elements of Applicants' claim 1 that are also not taught or suggested by Lam et al.

In rejecting Applicants' independent claim 15, the Examiner relied on similar arguments as those used in rejecting independent claim 1. For the reasons discussed above, neither Lam et al. nor Salloum taken as a whole either alone or in combination teach or suggest every element of independent claim 15. Accordingly, it is respectfully submitted that independent claims 1 and 15 and the claims dependent thereon are allowable. Favorable reconsideration of the claims is respectfully requested.

If this ground of rejection is repeated, the Examiner is respectfully requested to associate each element in Applicants' claims with corresponding elements in the reference and quote verbatim the language in the applicable reference regarded as suggesting Applicants' claim language. If the Examiner is relying on a personal opinion

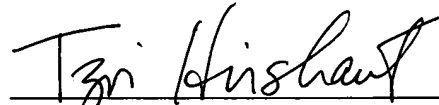
as to the level of ordinary skill in the art, the Examiner is respectfully requested to provide an affidavit or other evidence to allow the Applicant to argue the rejection with specificity. Furthermore, the Examiner is respectfully requested to “explain the reasons one of ordinary skill in the art would have been motivated to select the references and to combine them to render the claimed invention obvious” as required and recently enunciated by the Federal Circuit in *In re Kahn*, 441 F.3d 977, 986 (Fed. Cir. 2006) (internal quotations omitted).

**CONCLUSION**

In view of the foregoing remarks, and the inability of the applied references, alone or in combination, to anticipate, suggest or make obvious the subject matter as a whole of the invention disclosed and claimed in this application, all the claims are submitted to be in a condition for allowance, and a notice to that effect is earnestly solicited.

If there are any issues that remain, the undersigned requests that the Examiner contact him to discuss these issues so that Applicants may put the present application in condition for allowance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tzvi Hirshaut", written over a horizontal line.

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